

The Honorable Ricardo S. Martinez

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ELIZABETH DE COSTER *et al.*, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

AMAZON.COM, INC., a Delaware corporation,

Defendant.

No. 2:21-cv-00693-RSM

**AMAZON.COM, INC.'S
RESPONSE TO PLAINTIFFS'
NOTICE OF PENDENCY OF
OTHER ACTION**

On January 27, Plaintiffs submitted a notice of a pending related case (the "Notice") informing the Court of a purportedly related matter, *State of Washington v. Amazon.com, Inc.*, King Cnty. Sup. Ct. No. 22-2-01281-1 ("*Attorney General Action*"). Dkt. 45. It is not clear why Plaintiffs filed the Notice; Plaintiffs acknowledge they are "unaware of any procedure that would permit coordination between the actions," *id.*, and, as shown below, the two actions do not involve "all or a material part of the same subject matter," as Local Civil Rule 3(h) requires.

Amazon briefly responds to the Notice to address Plaintiffs' incorrect assertion that "the factual allegations in the *Attorney General Action* are similar to those in this action." Dkt. 45. The factual allegations underlying the *Attorney General Action* differ substantially from the allegations here. While the allegations in this case involve Amazon's former Price Parity Clause and its current Marketplace Fair Pricing Policy, which apply to all of Amazon's third-party sellers, the *Attorney General Action* did not concern or challenge these third-party seller policies. The *Attorney General Action* involved an unrelated Amazon program ("Sold by Amazon") that

gave only certain sellers an option to sell certain products to Amazon on a wholesale basis, and Amazon then independently sold these products at retail, as the program's name indicates.

The relief that Amazon consented to in the *Attorney General Action* also has no relevance to this action. The Consent Decree in the *Attorney General Action* requires that Amazon not continue the Sold by Amazon program, which Amazon voluntarily discontinued more than 18 months ago for independent business reasons, along with a monetary payment for the Washington Attorney General's Office's costs. Further, even if the *Attorney General Action* covered the same ground as the current case (which it does not), all parties to the Consent Decree agreed that it "does not constitute evidence or an admission regarding the existence or non-existence of any issue, fact, or violation of any law alleged by" the Attorney General.

Dated this 1st day of February, 2022.

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